

*****LSAA*****

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

**DESCRIPTION OF THE SERVICES AND SUPPORTS TO BE PROVIDED
UNDER THIS CONTRACT**

I. During each fiscal year of the contract period, the Local Authority shall provide the services and supports identified in its approved Area Plan for the corresponding fiscal year.

II. Throughout the contract period, the Local Authority shall also provide and/or do the following:

A. **Population to be Served by the Local Authority:**

The Local Authority shall provide and/or make available Substance Abuse services to persons residing within the Local Authority's geographic area "whose lives are affected by the improper use of tobacco, alcohol, or any other drug." Services shall be provided "within Legislative appropriations and required county matching funds" and in accordance with the most current priorities established by the State Board of Substance Abuse and Mental Health ("Board") pursuant to relevant provisions of the Utah Code, the Utah Administrative Code, and federal regulations.

At the present time, the Board's priority listing of the types of clients to be served by the Local Authority is as follows:

1. Pregnant injecting drug users,
2. Pregnant substance abusers,
3. Injecting drug users, and
4. All others

B. **Program Qualifications:**

All programs providing services required by this contract shall be properly licensed for the type of services being provided.

C. **Treatment Service Requirements:**

The Local Authority shall provide a continuum of services as outlined in its approved Area Plan for each of the fiscal years covered by this Contract. A copy of the Local Authority's current Area Plan will be maintained in the DHS/DSAMH office: 120 North 200 West, Room 209, Salt Lake City, Utah 84103. In addition, the Local Authority shall comply with the following service requirements:

1. Assessments:

- a. When it has been determined that individuals meet treatment population criteria, the Local Authority shall complete a client assessment (determination of need) using the instrument or type of instrument identified below:
 - 1) Adults - the Addiction Severity Index (ASI) or other assessment instrument for adults as determined by the DHS/DSAMH.
 - 2) Adolescents - a science-based comprehensive assessment instrument or a specific instrument as may be identified by DHS/DSAMH.
- b. All client assessments shall be completed within the timeframes listed below. Any exceptions to the stated requirements must be approved in writing by DHS/DSAMH.
 - 1) Residential Admissions – Within 72 hours.
 - 2) All Other Admissions (*except* admission into detoxification services) -- Within three (3) face-to-face sessions.
- c. The assessment shall identify the client's:
 - 1) Current and historical alcohol and/or other drug use,
 - 2) Level of readiness for change,
 - 3) Co-existing disorders,
 - 4) Medical, legal, and employment history, and
 - 5) Family issues.
- d. During the assessment process, all clients shall meet face-to-face with a licensed mental health professional and/or a licensed substance abuse counselor. All service providers shall comply with the State Scope of Practice requirements for their licensure. A copy of the ASI or current DHS/DSAMH compliant assessment and/or the software narrative report from the ASI, or most current DHS/DSAMH approved assessment instrument shall be present in the client's treatment file.

2. Treatment Plans:

The Local Authority shall complete a treatment plan for every client admitted to treatment. Treatment plans shall be completed within 72 hours for residential placements, and within three face-to-face sessions for all other admissions for treatment except admissions for detoxification services. Treatment plans shall:

- a. Be individualized for each client based on needs identified by the assessment,
- b. Document the use of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria-2R to select the level of care or the most current ASAM placement criterion or the current DHS/DSAMH compliant placement criteria,

- c. Specify the most significant problem(s) to be addressed in treatment based on the assessment,
- d. Specify broad goals that facilitate resolution of the target problem(s),
- e. Specify behaviorally measurable objectives to demonstrate what the client is going to do to achieve the stated goals, and
- f. Specify interventions to help the patient complete the objectives. Interventions shall be selected based on the client's treatment needs and the treatment provider team's full treatment repertoire.

3. Treatment Plan Review:

Treatment Plans shall be reviewed according to the schedule below. Any exceptions to these requirements must be approved in writing by DHS/DSAMH.

- a. Every 14 days for intensive residential (ASAM level 3.3 and above or current placement criterion),
- b. 30-days for less intensive residential (ASAM level 3.1 or current placement criterion),
- c. 60-days for intensive outpatient (ASAM level 2.5 & 2.1 or current placement criterion), and
- d. 90-days for outpatient or current standard

4. Discharge Summary:

At discharge, a summary shall be prepared that includes:

- a. The diagnosis,
- b. The extent to which established goals and objectives were achieved,
- c. The services provided,
- d. The reason for discharge or referral, and
- e. Recommendations for additional service

If a client fails to complete treatment, leaves a residential program Against Medical Advice (AMA), or does not appear for scheduled appointments, the case shall be closed within 60 days after the last contact.

5. Client Records:

The Contractor shall maintain complete and accurate records for all individuals served. The documentation shall be organized, clear, complete, current, and legible. Individual client records shall include:

- a. Admission information including:
 - 1) Date of first service,
 - 2) Consent to treatment,
 - 3) Fee agreement,
 - 4) Tuberculosis (TB) test (required in residential programs and recommended in outpatient programs)
 - 5) Psychological Test results, and
 - 6) Person to contact in case of emergency,
 - b. All Management Information System (MIS) information submitted to the DHS/DSAMH,
 - c. A copy of the assessment and/or software narrative summary and other information gathered during the process,
 - d. A narrative summary that conceptualizes the bio-psycho-social information, key clinical issues, and bridges the assessment with the treatment plan,
 - e. A Diagnostic and Statistical Manual of Mental Disorders Version 4 (DSM IV) diagnosis or most current Diagnostic and Statistical Manual of Mental Disorders, signed by a qualified licensed mental health professional,
 - f. An individualized treatment plan meeting the requirements outlined in Section C(2) of this contract,
 - g. Progress notes including the date, duration, and type of each intervention,
 - h. Individual and group notes shall be specific and refer back to the objectives identified in the treatment plan, and
 - i. Correspondence pertinent to the person being served including but not limited to:
 - 1) Authorization for the release of information signed by the client,
 - 2) Documentation of internal or external referrals, and
 - 3) Documentation of all medical and/or laboratory testing
6. Collaborative Intervention for Substance Abusing Offenders ("CIAO") Program:
The Local Authority shall provide treatment to substance-abusing criminal offenders referred to the Local Authority by the Department of Corrections, Divisions of Adult Probation and Parole and Institutional Operations, for participation in the CIAO program as long as funding is available. The Local Authority shall provide or arrange for a minimum of two urinalysis tests per week for all offenders in the CIAO program.

The Local Authority shall complete and submit a CIAO Monthly Status Report to Adult Probation and Parole for each CIAO client.

7. Tobacco Sales to Minors:

The Local Authority shall collaborate with the local health authority in the geographic area represented by the Local Authority, to reduce tobacco sales to minors. The Local Authority shall work with the local health authority to randomly audit or investigate retailer sales of tobacco products to minors a minimum of once each fiscal year during the term of this Contract.

D. **Prevention Services Requirements:**

The Local Authority shall provide a continuum of prevention services, as outlined in its approved Area Plan for each of the fiscal years covered by this Contract. In addition, the Local Authority shall comply with the following service requirements:

1. Measurable Goals and Objectives:

For each of the following State prevention goals, or such State prevention goals as may be adopted by the DHS/DSAMH, develop specific measurable objectives and means to accomplish the goals related to the programs, strategies, and activities selected for implementation in the Local Authority's Area:

Goal 1: Develop a comprehensive Alcohol, Tobacco, and Other Drug (ATOD) strategy that uses the Risk and Protective Factor Model of Substance Abuse Prevention and supports other components of the Utah Prevention Plan to increase the capacity of local communities to reduce alcohol, tobacco, and other drug use.

Goal 2: Demonstrate an increase in research-based indicators of protection and a reduction in research-based risk indicators and substance use.

In addition, list any other local area goals and related objectives established, if applicable.

2. Comprehensive Prevention Strategy:

Develop a comprehensive prevention strategy aimed at reducing alcohol, other drug use, and related problem behaviors. The strategy shall include, "within legislative appropriations and county matching funds", a full continuum of prevention services, including universal services, selective services, and indicated services as required by Utah Code.

3. Local Prevention Advisory Group:

Develop and maintain a Prevention Advisory Group consisting of key stakeholders and community leaders that represent the diverse needs of the Local Authority area. The Local Authority shall maintain a roster of Advisory Group members and the agencies/ organizations they represent.

4. Risk and Protective Factor Model of Substance Abuse Prevention: Employ the Risk and Protective Factor Model of Substance Abuse Prevention in the prioritization, planning, and implementation of all prevention services.

5. Prevention Services Description:
Update the Prevention Services Description annually and enter all required program information into the Prevention Administration Tracking System (PATs), or utilize other appropriate means of submitting the Prevention Services Description, as determined by the DHS/DSAMH.
6. Logic Models:
Logic Models for prevention services shall be completed and submitted to the DHS/DSAMH with the annual Area Plan. Logic Models shall be required for twenty-five percent of all prevention services provided in FY 2006, and for the percentage determined by the DHS/DSAMH annually thereafter.
7. Evaluation of Prevention Services:
Each prevention service shall be evaluated according to the most current version of the DHS/DSAMH Minimum Evaluation Requirements.
8. Prevention Services Planning:
The Local Authority shall complete the following activities as needed to ensure that planning decisions are based upon the most current data available:
 - a. An assessment of community readiness,
 - b. A description of partnerships with other agencies/organizations,
 - c. A needs assessment,
 - d. An inventory of existing resources,
 - e. Prioritization of risk and protective factors, and
 - f. The selection of appropriate services to target prioritized risk and protective factors
9. Budget:
A minimum of twenty (20) percent of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds received by the Local Authority shall be used to fund prevention services.
10. Changes to the Approved Area Plan:
All prevention services described in the approved Area Plan shall be implemented as outlined. Proposed changes or modifications to the Area Plan must be approved by the DHS/DSAMH.

E. **Other Requirements and Provisions :**

1. The Local Authority shall comply with the most current applicable provisions and/or requirements of the Utah Code, the Utah Administrative Code, and the Board including, but not limited to, the following:
 - a. "Interlocal Cooperation Act;"
 - b. "Accounting Reports From Political Subdivisions, Interlocal, Organizations and Other Local Entities;"

- c. "Uniform Fiscal Procedures for Special Districts Act;" and
 - d. "Local Substance Abuse Authorities-Responsibilities."
- 2. DHS/DSAMH may withhold funds otherwise allocated to the Local Authority to cover the costs of audits, attorneys' fees, and other expenditures associated with reviewing the expenditure of public funds by the Local Authority or its subcontractor(s), if there has been an audit finding or judicial determination that public funds have been misused by the Local Authority or its subcontractor(s).
 - 3. The Local Authority shall comply (and shall require its subcontractor(s) to comply) with all directives issued by DHS/DSAMH regarding the use and expenditure of state and federal funds that the Local Authority receives from DHS/DSAMH for the purpose of providing substance abuse programs and services.
 - 4. The Local Authority shall comply with the terms of any corrective action plan that may be initiated or required by DHS/DSAMH during the life of this Contract.

F. **Data Collection and Submission Requirements:**

The following data shall be collected and submitted to DHS/DSAMH as outlined below. Failure to collect or submit any of the data items identified below within the timeframes indicated without prior approval from DHS/DSAMH, may result in withholding of payments to the Local Authority until such time as the deficiencies have been corrected. DHS/DSAMH shall provide thirty-day written notice of intent to withhold payments on these grounds.

The Local Authority may request technical assistance from DHS/DSAMH to correct data deficiencies, if it is experiencing difficulty implementing the review of treatment plans, and/or if it is having problems with the collection of National Outcome Measure (see Part III, paragraph 3) and/or Mental Health Statistical Improvement Protocol (MHSIP) data within specified time frames.

- 1. *Treatment Episode Data Sets (TEDS)* as described in the most current fiscal year's DHS/DSAMH Data File Format and Data Dictionary.
 - a. All TEDS data elements designated as required shall be submitted to DHS/DSAMH for every client admitted into treatment by the Local Authority and/or its sub-contractors.
 - b. Required elements must be complete. Blank or incomplete data (unknown/not collected) exceeding 10% of codes for any individual or 15% of codes for any individual item shall be rejected.
 - c. Accurate and complete data for non-required elements is requested.

- d. TEDS data shall be submitted as follows:
 - ?? Quarter 1 ending September 30 is due by October 31
 - ?? Quarter 2 ending December 31 is due January 31
 - ?? Quarter 3 ending March 31 is due April 30
 - ?? Quarter 4 ending June 30 is due by July 31.
2. *MHSIP*. The MHSIP shall be administered as a point-in-time survey. The survey shall be completed once by each client receiving services during a continuous period as specified by DHS/DSAMH. The most current DHS/DSAMH approved instrument may replace this survey.
3. *Child and Youth Survey*. The Local Authority shall administer a child and youth survey once an instrument is specified by DHS/DSAMH.
4. *Prevention Administration Tracking System (PATs)*. The Local Authority shall use PATs, or other appropriate means as determined by DHS/DSAMH, to collect data regarding the delivery of all prevention services in accordance with DHS/DSAMH Minimum Evaluation Standards. Data shall be entered into PATs within 30 days of session delivery. All PATs user information is available on the DHS/DSAMH website.
5. *Year-End Revenues and Expenditures*. Each year of the contract period, the Local Authority shall enter its State Fiscal Year, year-end revenues and expenditures into the DHS/DSAMH SAPT Block Grant Tracking System (Year-End System) located on the DHS/DSAMH website. This information shall be entered no later than August 31st each year.

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Local Authority will provide all requested information and outcome data to DHS/DSAMH in the manner and within the time lines defined by DHS/DSAMH. The Local Authority shall also comply with the specific Performance Measures and/or Client Outcome requirements identified below:

1. **Client Centered Objectives.** Whenever a program or service covered by this Contract requires the development of client treatment plans, the treatment plans must include individualized treatment objectives that address the assessed needs of the client. The treatment plans must prescribe an integrated program of therapies, activities, and experiences to meet the client's treatment objectives and include reasonable measures to evaluate whether the client's treatment objectives are met.
2. **Customer or Client Satisfaction Surveys:** The Local Authority understands that DHS is committed to providing client-oriented services, and that DHS and DHS/DSAMH often conduct client-satisfaction surveys to ensure that services are appropriate for the clients served. The Local Authority and/or its subcontractor therefore agree to cooperate with all DHS and DHS/DSAMH-initiated client or customer feedback activities.
3. **National Outcome Measures:** The Local Authority agrees to cooperate with DHS/DSAMH in implementing any reporting requirements that may be necessitated by the publication of National Outcome Measures by the Substance Abuse and Mental Health Services Administration ("SAMHSA").